

## FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** made and entered into this 26 day of November, 2002, by and between MEP I & II, L.L.C., a Delaware Limited Liability Company, ("Landlord") and successor to Advent Realty Limited Partnership, and Montgomery County, Maryland, ("Tenant").

### WITNESSETH

**WHEREAS**, Tenant and Landlord entered into a Lease Agreement, dated July 16, 1997, (the "Lease"), whereby Tenant leases approximately 2,474 rentable square feet from Landlord known as Suite 205, on the 2nd floor of 15800 Crabbs Branch Way, Rockville, Maryland ("Building"), both the aforesaid Lease Agreement being attached hereto; and,

**WHEREAS**, Tenant and Landlord desire to amend the terms and conditions of the Lease.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, and the receipt and sufficiency of which are hereby acknowledged, the parties mutually convent and agree that, as of the date above, the Lease will be amended as follows:

1. "Premises": Suite No. 205 in the Building, generally outlined on the floor plan attached hereto as "Exhibit A" and consisting of approximately 2,474 rentable square feet.

2. "Term": The Commencement Date for this Amendment and Occupancy Date of the space shall be November 3, 2002 and the Lease shall expire on October 31, 2007.

3. "Base Rental": The Base Rental rate for the space shall be \$23.50 per rentable square foot or \$4,844.92 monthly, during this initial year of this Lease renewal. The rental schedule for the Term shall be as follows:

	11/3/02 - 11/30/02	-----	\$4,521.92 Per Month
Year One	12/1/02 - 10/31/03	\$58,139 Per Year	\$4,844.92 Per Month
Year Two	12/1/03 - 10/31/04	\$59,883 Per Year	\$4,990.25 Per Month
Year Three	12/1/04 - 10/31/05	\$61,680 Per Year	\$5,140.00 Per Month
Year Four	12/1/05 - 10/31/06	\$63,530 Per Year	\$5,294.16 Per Month
Year Five	12/1/06 - 10/31/07	\$65,436 Per Year	\$5,453.00 Per Month

4. "Premises Improvements": Landlord shall contribute up to \$5.00 per rentable square foot (\$12,370) towards improvements that Tenant elects to make to the Premises. Said "Landlord Contribution" shall be payable to Tenant by Landlord within thirty (30) days of written request by Tenant, including copies of paid receipts and contractor lien releases for all improvements made to the Premises by Tenant or it's contractors. Provided however that the scope of any said improvements and contractors performing these improvements shall be pre-approved by Landlord prior to the commencement of any alterations to the Premises.

Except as otherwise expressly defined herein, all defined terms used will have the same meaning attributed to them in the Lease, and except, as herein amended, the Lease will remain in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the parties hereto have executed this Lease and affixed their seals as of the date first above written.

**TENANT**

Montgomery County Maryland

By: William M. Mooney

William M. Mooney, Assistant

Chief Administrative Officer

Date: 11/26/02

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: Eileen S. Guenen

Date: 11/1/2002

**LANDLORD**

MEP S.P. CORP.,

a Delaware corporation

By: Robert M. Pinkard

Date 11/20/02

Robert M. Pinkard  
President

MEMBER METRO EXECUTIVE PARK, LLC,  
a Delaware limited liability company

By: Nanjemoy-MEP, LLC,  
a Delaware limited liability company  
Managing Member

By: Nanjemoy Investment, LLC,  
a Virginia limited liability company

Managing Member

By: Cassidy & Pinkard, Inc.,  
a Virginia corporation

By: Robert M. Pinkard  
Robert M. Pinkard  
Title: President

Witness:

By: Rebecca S. Domaruk

**RECOMMENDED**

By: J. Ronald Smith

J. Ronald Smith, Chief  
Division of Facilities and Services

Date: 10/29/02

2474 SQ. FT.

PSYCHOLOGIST'S  
OFFICE

VIDEO/  
WAITING

RESEARCH

COUNSELING

PSYCHOLOGIST'S  
OFFICE

EXISTING PART  
TO BE DEMOLISHED

WORK/FILE RM.

COPY  
FAX

RECEPTION

EXISTING PART  
TO BE DEMOLISHED

CONF/LIBRARY

NEW SINK  
W/ LOVEE &  
UTTER CABS.

EXIST. DR. TO BE RELOCATED  
EXIST. PART. TO BE DEMOLISHED

EXHIBIT A